

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF IOWA

LEO WINSTON REISETTER
Debtor

CASE NO. 07-02077
MOTION FOR RELIEF FROM THE
AUTOMATIC STAY

COMES NOW Bayview Loan Servicing, LLC f/k/a Interbay Funding, LLC by and through its counsel of record, Michael J. Cunningham of Howe, Cunningham & Lowe, P.L.C. and pursuant to Bankruptcy Rules 4001 and 9014, moves the Court for relief from the automatic stay set forth in 11 U.S. C. Sec. 362 and states:

1. This Court has jurisdiction of this matter pursuant to 28 U.S.C. Sec. 1471 and 11 U.S.C. Sec. 362.

2. Leo Winston Reisetter, Debtor, filed a Chapter 13 Bankruptcy Petition on or about June 25, 2007.

3. The Debtor is the owner of:

Lot 3, the East One-Third of Lot 4, the East 60 feet of the West Two-thirds of Lot 4, all of Lot 5 and Lot 6, the North 40 feet of Lot 7, Lot 10, EXCEPT beginning at the Northwest corner of said Lot 10, thence West 90.15 feet, thence South to the South line of said Lot 10, thence East 89.70 feet to the Southeast corner of said Lot 10, thence North 60.23 feet to the point of beginning, and Lot 11, EXCEPT the East 80 feet 9 inches, all in Block 2, Anson's Second Addition to Marshall, Marshall County, Iowa, AND the South One-third of Lot 7 and the North Two-thirds of Lot 8, Block 2, Anson's Second Addition to Marshall, Marshall County, Iowa, AND the East 80 feet 9 inches of Lot 11, Block 2, Anson's Second Addition to Marshall, Marshall County, Iowa. Situated in Marshall County in the State of Iowa. together with all easement rights presently existing or later arising

4. The Bank has a perfected security interest in the real estate. Please see Findings of Fact, Conclusions of Law, and Decree of Foreclosure, Promissory Note and Real Estate Mortgage attached hereto as Exhibits 1, 2 and 3.

5. The Debtor is in default of the obligations owing the Bank and the current amount owing is approximately \$178,580.53, plus interest

6. The Debtor's Plan of Reorganization is not feasible on its face.

7. The Debtor has no equity in the property and the property is not necessary to an effective reorganization.

8. If the automatic stay is to continue in effect, it would prevent the Bank from realizing on its security described in this Motion and Bank would be irreparably harmed as the value of its collateral continues to decrease and the Bank would be deprived of adequate protection under 11 U.S.C. Sec. 362.

9. There has been no offer of adequate protection that has been made by the Debtors to the Bank and it is unlikely that the Debtor has the ability to offer such protection.

WHEREFORE, Bayview Loan Servicing, LLC f/k/a Interbay Funding, LLC moves the Court for:

A. An Order terminating or modifying the automatic stay to permit Bank to complete its foreclosure proceedings on the property owned by the Debtor that has been described in this Motion.

B. In the alternative, relief in the form of adequate protection to prevent irreparable harm to Bank by the continuation of the automatic stay.

C. Such other relief as the Court may deem just and equitable in the premises.

HOWE, CUNNINGHAM & LOWE, P.L.C.

By/s/ Michael J. Cunningham

Michael J. Cunningham, IS9999061

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ATTORNEYS FOR BAYVIEW LOAN
SERVICING, LLC f/k/a INTERBAY FUNDING,
LLC

Certificate of Service

The undersigned hereby certifies, under penalty of perjury, that a copy of the instrument to which this Certificate is attached was served electronically and/or mailed via the United States mail with postage fully paid on August 14, 2007 to the parties displayed below.

/s/ Michael J. Cunningham

Michael J. Cunningham

Copies to:
Office of the U.S. Trustee
Room 793, Federal Bldg.
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